

# **COMPOSITE EXHIBIT 1**

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

Reg. No. 2,411,329

**United States Patent and Trademark Office**

Registered Dec. 5, 2000

**SERVICE MARK  
PRINCIPAL REGISTER**

**DIAMOND RESORTS INTERNATIONAL**

CLOOBECK ENTERPRISES (NEVADA CORPORATION)  
3745 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NV 90405

FOR: HOTEL SERVICES, IN CLASS 42 (U.S. CLS.  
100 AND 101).  
FIRST USE 2-11-1999; IN COMMERCE 2-11-1999.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT  
TO USE "RESORTS INTERNATIONAL", APART  
FROM THE MARK AS SHOWN.

SN 75-646,039, FILED 2-22-1999.

AISHA CLARKE, EXAMINING ATTORNEY

**Int. Cl.: 36**

**Prior U.S. Cls.: 100, 101, and 102**

**Reg. No. 2,432,190**

**United States Patent and Trademark Office**

**Registered Feb. 27, 2001**

**SERVICE MARK  
PRINCIPAL REGISTER**

**DIAMOND RESORTS INTERNATIONAL**

CLOOBECK ENTERPRISES (NEVADA CORPORATION)  
3745 LAS VEGAS BOULEVARD SOUTH  
LAS VEGAS, NV 89109

FOR: REAL ESTATE TIME SHARING SERVICES,  
IN CLASS 36 (U.S. CLS. 100, 101 AND 102).  
FIRST USE 2-11-1999; IN COMMERCE 2-11-1999.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT  
TO USE "RESORTS INTERNATIONAL", APART  
FROM THE MARK AS SHOWN.

SN 75-645,239, FILED 2-22-1999.

VERNA BETH RIRIE, EXAMINING ATTORNEY

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|  |  |                               |                     |
|--|--|-------------------------------|---------------------|
| SUBMISSION TYPE:   | NEW ASSIGNMENT                               |                               |                     |
| NATURE OF CONVEYANCE:  | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |                               |                     |
| CONVEYING PARTY DATA   |  |                               |                     |
| Name   | Formerly                                     | Execution Date                | Entity Type         |
| Clooback Enterprises   |  | 10/30/2006                    | CORPORATION: NEVADA |
| RECEIVING PARTY DATA   |  |                               |                     |
| Name:  | Diamond Resorts, LLC                         |                               |                     |
| Street Address:  | 3745 Las Vegas Boulevard South               |                               |                     |
| City:  | Las Vegas                                    |                               |                     |
| State/Country:   | NEVADA                                       |                               |                     |
| Postal Code:   | 89109  |                               |                     |
| Entity Type:   | LIMITED LIABILITY COMPANY: NEVADA            |                               |                     |
| PROPERTY NUMBERS Total: 2  |  |                               |                     |
| Property Type  | Number                                       | Word Mark                     |                     |
| Registration Number:   | 2411329                                      | DIAMOND RESORTS INTERNATIONAL |                     |
| Registration Number:   | 2432190                                      | DIAMOND RESORTS INTERNATIONAL |                     |
| CORRESPONDENCE DATA  |  |                               |                     |
| Fax Number:  | (310)286-0488                                |                               |                     |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |  |                               |                     |
| Phone:   | 310-286-0377                                 |                               |                     |
| Email:   | ghecker@hh.com                               |                               |                     |
| Correspondent Name:  | The Hecker Law Group                         |                               |                     |
| Address Line 1:  | 1925 Century Park East                       |                               |                     |
| Address Line 2:  | Suite 2300                                   |                               |                     |
| Address Line 4:  | Los Angeles, CALIFORNIA 90067                |                               |                     |
| ATTORNEY DOCKET NUMBER:  | 13850.905                                    |                               |                     |
| NAME OF SUBMITTER:   | Gary A. Hecker, Esq.                         |                               |                     |
| Signature:   | /Gary A. Hecker, Esq./                       |                               |                     |

OP \$65.00 2411329

900061469

REEL: 003419 FRAME: 0108

Date:

10/31/2006

Total Attachments: 1

source=13850.905-USPTO-Clooback Assignment to Diamond#page1.tif

TRADEMARK

REEL: 003419 FRAME: 0109



October 30, 2006

Maria T. Giammanco, Esq.  
THE HECKER LAW GROUP, PLC  
1925 Century Park East  
Suite 2300  
Los Angeles, California 90067  
Email: [mgiammanco@hh.com](mailto:mgiammanco@hh.com)  
(310) 286-0377 ext. 430 - Phone  
(310) 286-0488 - Fax

RE: DIAMOND RESORTS INTERNATIONAL Reg. Nos. 2411329 and 2432190 (the "Marks")

Dear Maria:

This letter shall confirm that Cloobek Enterprises, a Nevada corporation, has assigned and transferred all and any rights, title, goodwill and other interests that it may have had in, to and under the Marks to Diamond Resorts, LLC.

Sincerely,

A handwritten signature in dark ink, appearing to read "Richard Cloobek", written over a horizontal line.

Richard Cloobek  
Authorized Agent for  
Cloobek Enterprises

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|  |  |                               |                                   |
|--|--|-------------------------------|-----------------------------------|
| SUBMISSION TYPE:   | NEW ASSIGNMENT                               |                               |                                   |
| NATURE OF CONVEYANCE:  | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |                               |                                   |
| CONVEYING PARTY DATA   |  |                               |                                   |
| Name   | Formerly                                     | Execution Date                | Entity Type                       |
| DIAMOND RESORTS, LLC.  |  | 07/13/2007                    | LIMITED LIABILITY COMPANY: NEVADA |
| RECEIVING PARTY DATA   |  |                               |                                   |
| Name:  | DIAMOND RESORTS HOLDINGS, LLC.               |                               |                                   |
| Street Address:  | 3745 LAS VEGAS BOULEVARD SOUTH               |                               |                                   |
| City:  | LAS VEGAS                                    |                               |                                   |
| State/Country:   | NEVADA                                       |                               |                                   |
| Postal Code:   | 89109  |                               |                                   |
| Entity Type:   | LIMITED LIABILITY COMPANY: NEVADA            |                               |                                   |
| PROPERTY NUMBERS Total: 2  |  |                               |                                   |
| Property Type  | Number                                       | Word Mark                     |                                   |
| Registration Number:   | 2411329                                      | DIAMOND RESORTS INTERNATIONAL |                                   |
| Registration Number:   | 2432190                                      | DIAMOND RESORTS INTERNATIONAL |                                   |
| CORRESPONDENCE DATA  |  |                               |                                   |
| Fax Number:  | (310)556-2209                                |                               |                                   |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |  |                               |                                   |
| Phone:   | 310 556 7881                                 |                               |                                   |
| Email:   | mkleinberg@chrisglase.com                    |                               |                                   |
| Correspondent Name:  | MARVIN H. KLEINBERG                          |                               |                                   |
| Address Line 1:  | 10250 CONSTELLATION BLVD.,                   |                               |                                   |
| Address Line 2:  | 19th Floor                                   |                               |                                   |
| Address Line 4:  | LOS ANGELES, CALIFORNIA 90067                |                               |                                   |
| ATTORNEY DOCKET NUMBER:  | 15338  |                               |                                   |
| NAME OF SUBMITTER:   | MARVIN H. KLEINBERG                          |                               |                                   |
| Signature:   | /marvin h. kleinberg/                        |                               |                                   |

OP \$65.00 2411329

900082017

REEL: 003582 FRAME: 0469

|  |            |
|--|------------|
| Date:  | 07/17/2007 |
| Total Attachments: 1<br>source=DIAMOND RESORTS#page1.tif |            |

TRADEMARK

REEL: 003582 FRAME: 0470



## ASSIGNMENT

WHEREAS DIAMOND RESORTS, LLC, a limited liability company organized and existing under the laws of the State of Nevada and having its principal place of business in the city of Las Vegas, state of Nevada, has acquired and used in its business and is the sole owner of the Trademark set out below, which mark is registered on the Principal Register of the United States Patent and Trademark Office, and the good will of the business appurtenant thereto;

WHEREAS DIAMOND RESORTS HOLDINGS, LLC, a limited liability company organized and existing under the laws of the State of Nevada and having its principal place of business in the city of Las Vegas, state of Nevada, has succeeded to the entire business of DIAMOND RESORTS, LLC, or portion thereof to which the mark pertains, is desirous of acquiring all of the right title and interest in and to the Trademark and the good will of the business or portion thereof appurtenant thereto.

THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said DIAMOND RESORTS, LLC does hereby sell, assign, and transfer unto the said DIAMOND RESORTS HOLDINGS, LLC, all right, title and interest in and to the following mark, together with all or so much of the good will of the business as is symbolized by the mark as of the date set forth below, as well as the right to sue for past infringements.

| <u>Mark</u>                   | <u>Reg. No.</u> | <u>Issue Date</u> |
|-------------------------------|-----------------|-------------------|
| DIAMOND RESORTS INTERNATIONAL | 2,432,190       | Feb. 7, 2001      |
| DIAMOND RESORTS INTERNATIONAL | 2,411,329       | Dec. 5, 2000      |

Date: 7/13/2007

DIAMOND RESORTS, LLC



By Richard Clooback  
Executive Vice President

# United States of America

United States Patent and Trademark Office

## DIAMOND RESORTS

**Reg. No. 3,746,815** DIAMOND RESORTS HOLDINGS,LLC (NEVADA LIMITED LIABILITY COMPANY)  
Registered Feb. 9, 2010 10600 WEST CHARLESTON BLVD.  
LAS VEGAS, NV 89135

**Int. Cl.: 36** FOR: REAL ESTATE EQUITY SHARING, NAMELY, MANAGING AND ARRANGING FOR  
CO-OWNERSHIP OF REAL ESTATE; REAL ESTATE TIME-SHARING; VACATION REAL  
ESTATE TIME SHARING EXCHANGE SERVICES; VACATION REAL ESTATE TIME-SHARING,  
IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

**SERVICE MARK  
PRINCIPAL REGISTER**

FIRST USE 3-3-2000; IN COMMERCE 3-3-2000.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NOS. 2,411,329, 2,432,190, AND 3,633,049.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "RESORTS", APART FROM THE MARK AS SHOWN.

SER. NO. 77-799,023, FILED 8-6-2009.

APRIL HESIK, EXAMINING ATTORNEY



*David J. Kappas*

Director of the United States Patent and Trademark Office

# United States of America

United States Patent and Trademark Office

## DIAMOND LOYALTY

**Reg. No. 4,067,822**

**Registered Dec. 6, 2011**

**Int. Cls.: 36, 38, 43, and 45**

**SERVICE MARK**

**PRINCIPAL REGISTER**

DIAMOND RESORTS HOLDINGS, LLC (NEVADA LIMITED LIABILITY COMPANY)  
3745 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NV 89109

FOR: REAL ESTATE EQUITY SHARING, NAMELY, MANAGING AND ARRANGING FOR CO-OWNERSHIP OF REAL ESTATE; REAL ESTATE SERVICES, NAMELY, RENTAL OF SHORT TERM FURNISHED APARTMENTS; REAL ESTATE TIME-SHARING; VACATION REAL ESTATE TIME SHARING; VACATION REAL ESTATE TIME-SHARING SERVICES, IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 12-0-2009; IN COMMERCE 12-0-2009.

FOR: PROVIDING FREE INTERNET ACCESS; PROVIDING A DEDICATED WEB PORTAL IN THE NATURE OF PROVIDING ACCESS TO INTERACTIVE ONLINE CHAT ROOM; PROVIDING DEDICATED RESERVATION TELEPHONE LINES FOR SECURING ACCOMMODATIONS, IN CLASS 38 (U.S. CLS. 100, 101 AND 104).

FIRST USE 12-0-2009; IN COMMERCE 12-0-2009.

FOR: TRAVEL SERVICES, NAMELY, PROVIDING TRAVEL LODGING INFORMATION SERVICES AND TRAVEL AGENCY BOOKING SERVICES FOR TRAVELERS; ARRANGING FOR ROOMS IN RESORTS, ACCOMMODATION EXCHANGE AND RESERVATION SERVICES; MAKING ARRANGEMENTS FOR TRAVELERS TO EXTEND LODGING RESERVATIONS, REDEEM UNUSED LODGING RESERVATIONS, OR TO BE ALLOWED TO WAIVE REDEMPTION DATES IN CONNECTION WITH ACCOMMODATION PROMOTIONS, IN CLASS 43 (U.S. CLS. 100 AND 101).

FIRST USE 12-0-2009; IN COMMERCE 12-0-2009.

FOR: CONCIERGE SERVICES FOR OTHERS, COMPRISING MAKING REQUESTED PERSONAL ARRANGEMENTS AND RESERVATIONS AND PROVIDING CUSTOMER SPECIFIC INFORMATION TO MEET INDIVIDUAL NEEDS RENDERED TOGETHER IN A HOTEL AND RESORT, APARTMENT TIMESHARE ENVIRONMENT; PROVIDING CUSTOMIZED GIFT BASKETS INCLUDING BATHROOM AMENITIES, IN CLASS 45 (U.S. CLS. 100 AND 101).

FIRST USE 12-0-2009; IN COMMERCE 12-0-2009.



*David J. Kappas*

Director of the United States Patent and Trademark Office

**Reg. No. 4,067,822** THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NOS. 2,411,329 AND 2,432,190.

SN 77-866,295, FILED 11-5-2009.

MATTHEW KLINE, EXAMINING ATTORNEY

# United States of America

United States Patent and Trademark Office

## SHARE THE DIAMOND DIFFERENCE

**Reg. No. 4,101,489**

**Registered Feb. 21, 2012**

**Int. Cl.: 36**

**SERVICE MARK**

**PRINCIPAL REGISTER**

DIAMOND RESORTS HOLDING, LLC (NEVADA LIMITED LIABILITY COMPANY)  
3745 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NV 89109

FOR: REAL ESTATE EQUITY SHARING, NAMELY, MANAGING AND ARRANGING FOR CO-OWNERSHIP OF REAL ESTATE; REAL ESTATE TIME-SHARING; VACATION REAL ESTATE TIME SHARE EXCHANGE SERVICES; VACATION REAL ESTATE TIME-SHARING; VACATION REAL ESTATE TIMESHARE SERVICES, IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 4-1-2011; IN COMMERCE 4-1-2011.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 85-308,554, FILED 4-29-2011.

CHRISTOPHER BUONGIORNO, EXAMINING ATTORNEY



*David J. Kappas*

Director of the United States Patent and Trademark Office

# United States of America

United States Patent and Trademark Office

## DIAMOND RESORTS INTERNATIONAL

**Reg. No. 4,361,959**

**Registered July 2, 2013**

**Int. Cl.: 35**

**SERVICE MARK**

**PRINCIPAL REGISTER**

DIAMOND RESORTS HOLDINGS, LLC (NEVADA LIMITED LIABILITY COMPANY)  
3745 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NV 89109

FOR: REAL ESTATE SALES MANAGEMENT; MANAGING AND OPERATING HOTELS OF  
OTHERS, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 3-27-2011; IN COMMERCE 3-27-2011.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-  
TICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NOS. 2,411,329, 3,784,823, AND OTHERS.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "RESORTS INTERNATIONAL",  
APART FROM THE MARK AS SHOWN.

SN 85-446,890, FILED 10-13-2011.

JAMES LOVELACE, EXAMINING ATTORNEY



*Lisa Starnes*  
Acting Director of the United States Patent and Trademark Office

# United States of America

United States Patent and Trademark Office

## DIAMOND LUXURY SELECTION

**Reg. No. 4,505,500**

**Registered Apr. 1, 2014**

**Int. Cl.: 43**

**SERVICE MARK**

**PRINCIPAL REGISTER**

DIAMOND RESORTS HOLDINGS, LLC (NEVADA LIMITED LIABILITY COMPANY)  
3745 LAS VEGAS BLVD. SOUTH  
LAS VEGAS, NV 89109

FOR: MAKING RESERVATIONS AND BOOKINGS FOR OTHERS AT HOTELS AND RESIDENCES; PROVIDING A WEBSITE FEATURING INFORMATION IN THE FIELD OF HOTELS AND TEMPORARY ACCOMMODATIONS FOR TRAVELERS; RESERVING LODGING ROOMS FOR TRAVELERS, IN CLASS 43 (U.S. CLS. 100 AND 101).

FIRST USE 10-21-2013; IN COMMERCE 10-21-2013.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 86-100,491, FILED 10-24-2013.

TASNEEM HUSSAIN, EXAMINING ATTORNEY



*Michelle K. Lee*

Deputy Director of the United States  
Patent and Trademark Office

# United States of America

United States Patent and Trademark Office

## DIAMOND PLUS POINTS

**Reg. No. 4,805,164**

**Registered Sep. 1, 2015**

**Int. Cls.: 35 and 36**

**SERVICE MARK**

**PRINCIPAL REGISTER**

DIAMOND RESORTS HOLDINGS, LLC (NEVADA LIMITED LIABILITY COMPANY)  
10600 W. CHARLESTON BLVD.  
LAS VEGAS, NV 89135

FOR: INCENTIVE PROGRAMS FOR CREDIT CARD USERS, NAMELY, PROVIDING GIFT CARDS, MERCHANDISE, AND TRAVEL AWARDS FOR CREDIT CARD USE AS PART OF A CUSTOMER LOYALTY PROGRAM, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 10-14-2014; IN COMMERCE 10-14-2014.

FOR: CREDIT CARD SERVICES; INCENTIVE PROGRAMS FOR CREDIT CARD USERS, NAMELY, PROVIDING CASH AND REBATES FOR CREDIT CARD USE AS PART OF A CUSTOMER LOYALTY PROGRAM, IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 10-14-2014; IN COMMERCE 10-14-2014.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NOS. 2,411,329, 4,361,959, AND OTHERS.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "POINTS", APART FROM THE MARK AS SHOWN.

SN 86-314,955, FILED 6-19-2014.

HEATHER THOMPSON, EXAMINING ATTORNEY



*Nichelle K. Lee*

Director of the United States  
Patent and Trademark Office



# **EXHIBIT 2**

**AGREEMENT FORM****reedhein**  
& ASSOCIATES

☒ USA Headquarters ☐ Canada Headquarters  
 3400 188th St SW Suite 300  
 Lynnwood WA 98037  
 1-855-733-3434  
 U.S. Fax: 1-425-398-1995

2680 Croydon Dr  
 Suite 200  
 Surrey, BC V3Z 6T3  
 1-855-733-3434

|                                      |   |
|--------------------------------------|---|
| Location<br><b>Newport Beach, CA</b> | Date<br><b>1/7/16</b>                   |
| Appt. Type<br><b>In Person</b>       | Client Advisor<br><b>Tyler Feliczak</b> |

**Owner/Client Information**

|                                 |                        |                                    |                                 |
|---------------------------------|------------------------|------------------------------------|---------------------------------|
| Name<br>[REDACTED]              |                        | Phone 1 (PRIMARY):<br>[REDACTED]   |                                 |
| Billing Address:<br>[REDACTED]  |                        | Phone 2 (SECONDARY):<br>[REDACTED] |                                 |
| City<br><b>Rancho Cucamonga</b> | St./Prov.<br><b>CA</b> | Country<br><b>USA</b>              | Zip/Postal Code<br><b>91701</b> |
| Email<br>[REDACTED]             |                        |                                    |                                 |

**Payment Information**

|                    |                   |   |                   |
|--------------------|-------------------|---|-------------------|
| Timeshare Exit Fee | <b>\$5,195.00</b> | <input type="checkbox"/> ACH (USE ACH FORM) Amt.          |                   |
| Discounts          | <b>\$260.00</b>   | <input checked="" type="checkbox"/> CHECK/CHEQUE Amt.     | <b>\$4,935.00</b> |
| Total Price        | <b>\$4,935.00</b> | <input type="checkbox"/> Credit Card(s) Total Other CC's: |                   |
| Downpayment        | <b>\$4,935.00</b> | Enter Name on Card Amt.                                   |                   |
| Balance Due        | <b>\$0.00</b>     | 1. Select One Acct# Exp CCV                               |                   |
|                    |                   | Signature   |                   |
|                    |                   | Enter Name on Card Amt.                                   |                   |
|                    |                   | 2. Select One Acct# Exp CCV                               |                   |
|                    |                   | Signature   |                   |

**Exit Information**

|                                  |                                       |   |
|----------------------------------|---------------------------------------|---|
| Number of Timeshares<br><b>1</b> | Exits with Balance Owning<br><b>1</b> | Special Arrangements/Additional CC's:<br>[REDACTED] |
|                                  | Exits NO Balance Owning<br><b>0</b>   |   |

Client Advisor:  Tyler FeliczakJan 7, 2016  
Date

Version 15.10.29

Client

Date

**EXHIBIT 2**

## TIMESHARE DESCRIPTION SHEET

reedhein  
& ASSOCIATES

☒ USA Headquarters  
3400 188th St SW, Suite 300  
Lynnwood WA 98037  
1-855-733-3434  
U.S. Fax: 1-425-398-1995

☐ Canada Headquarters  
2630 Croydon Dr  
Suite 200  
Surrey, BC V3Z 6J3

Owner Name(s) \_\_\_\_\_

Resort Club Name: Diamond Resorts City/State/Country: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_
☐ Deeded Property or ☒ Membership Points ☐ Lease Term Ending \_\_\_\_\_
Owner #: 16580245 Annual Points: \_\_\_\_\_ Banked Points: \_\_\_\_\_

Login: \_\_\_\_\_ Password: \_\_\_\_\_ Anniversary Month: \_\_\_\_\_

Website: www.diamondresorts.com

☐ Studio ☐ 1 BD ☐ 2 BD ☐ 3 BD Timeshare Use Location  
☒ Annual ☐ Even ☐ Odd ☐ Triennial State/Prov. CA Out of Country ☐  
☒ Floating Week ☐ Fixed Week  
☐ RCI or II Acct. # \_\_\_\_\_ ☐ Upgraded in \_\_\_\_\_ (Year)

Maintenance Fees paid through?(mm/dd/yy) 1/1/16 Initial: WSHow much are your Maint. Fees? \$167.23 How Often? Quarterly Initial: WSMaintenance Fees past due amount?: \$437.00 ☐ N/A Initial: WSDoes this include taxes? ☒ Yes ☐ No If not, how much? \_\_\_\_\_Are payments automatically withdrawn? ☐ Yes ☒ No (Also NO if in process of turning off AutoPAY)Special Assessment Due? ☐ Yes ☒ No If yes, amount due? \_\_\_\_\_ Initial: WSApproximate Mortgage Lien owed \$4,740.86 Monthly Payment \$179.04 ☐ N/A Initial: WSAre your Mortgage Payments (or other lien payments) Current? ☐ Yes ☒ No ☐ N/A Initial: WSHow much are Mortgage Payments behind? \$179.04 ☐ N/A Initial: WS

Checklist:  
☐ Attach Original Contract Documents ☐ Exit Agreement ☐ Deed  
☐ Attach a Recent Maintenance Fee Statement ☐ Agreement Form  
☐ Personal Picture Identification (Driver's License or Gov't Photo ID) ☐ Authorization Form

Owner's Phone Number: \_\_\_\_\_ Owner's Cell Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_ Mailing Address: \_\_\_\_\_ / Cucamonga / CA / 91701

Owner's Phone Number: \_\_\_\_\_ Owner's Cell Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_ Mailing Address: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

By signing below, you acknowledge this Form has been carefully reviewed and you have supplied true and accurate information.

Client(s) Signature: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: JAN 7 2016

# **EXHIBIT 3**

# EXHIBIT 3

# **EXHIBIT 4**

## EXHIBIT 4



Date: 01/07/16

REED HEIN & ASSOCIATES LLC  
3400 188<sup>th</sup> ST SW Suite 300  
Lynnwood, WA 98037  
1-855-733-3434

### TIMESHARE OWNER EXIT AGREEMENT

Owner(s): Douglas Sass (Include All Owners); Is/are referred to herein as the "OWNER", the "CLIENT", "you" or "your".

Timeshare Exit Team: REED HEIN & ASSOCIATES LLC, a Washington limited liability company; is referred to herein as "REED HEIN" or "we".

OWNER desires to transfer his/her "Timeshare" ownership, i.e. transfer title and/or membership along with all associated financial obligations (collectively, the "Timeshare Ownership") with the following resort, vacation or timeshare club: Diamond Resorts (the "Resort"). REED HEIN provides their clients with a safe and secure transfer strategy for their Timeshare Ownership, and guarantee as set forth herein. REED HEIN desires to secure your ultimate objective to end your Timeshare Ownership and all the associated financial obligations.

For and in consideration of their mutual and/or respective benefits, obligations and covenants as set forth herein, for which the bargaining for, the receipt of and the sufficiency of which are hereby acknowledged, the undersigned parties agree as follows:

#### FEE AMOUNT

REED HEIN's "Fee Amount" for this Agreement is \$4935.00

The Fee Amount is payable in full upon the signing of this Agreement, unless a financing document for delayed payment is simultaneously signed, in which case such financing document is herein incorporated by this reference. The Fee Amount, and any part thereof, becomes immediately non-refundable except as may be set forth herein regarding the Guarantee.

#### FEES AND COSTS

Under this Agreement there are absolutely no extra service fees or closing costs to be owed or paid by the CLIENT to REED HEIN. However, some resorts may require a cancellation fee or similar fee to end or exit an ownership, and such fee(s) may be required in your case. These fees will be no greater than the

amount of this current year's maintenance fee. If so, the CLIENT will be required to pay that fee to the Resort for a successful exit. In addition, some resorts require all past maintenance fees to be paid upon the completion of an exit. If required, these past maintenance fees will be paid by the CLIENT. Whether accepted by OWNER or not, an exit agreement obtained by REED HEIN from the Resort shall meet REED HEIN's Guarantee even though the Resort may require the payment by OWNER of an exit fee.

#### **CLIENT'S DUTIES**

A. Please remember that you own your Timeshare until the closing of the exit is finalized, thereby relieving you of ownership; and you remain responsible for all financial obligations associated with your Timeshare until the exit is completed. The closing of an exit transaction usually takes 3 to 9 months, but in some cases longer due to Resort delays or restrictions.

B. Finally, the CLIENT must sign (and notarize, as requested: typically deeded properties) and send within Fourteen (14) days of receiving them, any of the transfer documents required by the Resort and/or REED HEIN.

#### **REED HEIN'S DUTIES**

Every remaining duty in this Agreement is for REED HEIN to perform in order for you to successfully exit your Timeshare Ownership. If REED HEIN cannot finalize your Timeshare Ownership for any reason whatsoever, you will be entitled to a full refund of the Fee Amount. BUT BE ADVISED: REED HEIN fully plans on successfully completing your exit process, so please anticipate and expect a successful closing to secure the objective: To get you out of your Timeshare Ownership and all associated financial obligations.

#### **THIS IS NOT A LISTING AGREEMENT!**

This is a 100% certain solution Timeshare Ownership Exit Agreement. This is not a listing agreement where a timeshare ownership listing may sit unworked for months. Our Fee Agreement is GUARANTEED for complete performance (total Timeshare Ownership exit including all associated financial obligations).

#### **INDEPENDENT REVIEW/ADVICE: BINDING AGREEMENT**

OWNER is fully satisfied with the binding terms of this Agreement. By signing below the OWNER acknowledges that he/she has had the opportunity to obtain his/her own independent legal and/or tax advice. OWNER now wants to engage REED HEIN. All terms of this Agreement become binding upon signing, and no Fee Amounts will be refunded except as specifically set forth herein. If there is any dispute under our Agreement, the laws of the state of Washington shall apply with jurisdiction granted to the Washington Superior Courts venued in Snohomish County. REED HEIN's liability under this Agreement is strictly limited to contract damages not to exceed the Fee Amount. Prior to any litigation, the parties agree to first attempt good faith mediation.

#### **AVOID OWNER DEFAULT**

REED HEIN wants you to receive what you paid for (and to be able to end your Timeshare Ownership without unnecessary costs). As discussed on Page 1, you have few duties owed under this Agreement.



but they are important to accomplish in order to avoid a default and forfeiture of your deposited funds. You will only have a few documents to properly and timely sign. So please avoid an unnecessary delay and call immediately if you think there could be any problem with performance. (We can help!)

#### **GUARANTEE**

REED HEIN guarantees that it will obtain exit agreement from the Resort regarding your Timeshare Ownership, or your Fee Amount will be refunded. This Guarantee is met even though the OWNER may not accept the terms of the Resort's exit agreement. This Guarantee is contingent upon: (a) all information that is provided to REED HEIN by the CLIENT as having been accurate and complete, and (b) full cooperation with the CLIENT to respond to any RFI ("Request For Information") by REED HEIN or the Resort. This Guarantee does not apply to any transaction where the CLIENT stops or delays the exit process or refuses to sign a procured exit offer. This Guarantee is valid only when the CLIENT fulfills the duties required of them. If the CLIENT delays the process or does not properly or timely respond to REED HEIN's requests, then the Guarantee is void. If the requested exit from Timeshare Ownership cannot be obtained, and CLIENT has fully cooperated with REED HEIN, the Fee Amount you have paid for this Agreement will be fully refunded.

*[Select and mark the applicable Box]:*

☐ CLIENT warrants that his/her Timeshare is owned free and clear of any mortgages or other lien encumbrances.

☒ CLIENT acknowledges the existence of a mortgage.

#### **RIGHT TO CANCEL THIS AGREEMENT**

You may cancel this Agreement at any time prior to midnight of the third (3<sup>rd</sup>) business day after the date of signing this Agreement. In order to be a valid cancellation, you must mail your signed cancellation notice to REED HEIN's address listed at the top of this Agreement, by certified mail, return receipt requested, postage prepaid. Please call us first for rapid resolution of any concerns. REED HEIN has never had a Better Business Bureau or Washington State Attorney General complaint, or any other form of government action in all 50 states and Canada. We plan on keeping this unblemished record with the consumer public and our valued clients. So if anything concerns you please call us: we are committed to making this a positive closing chapter to your timeshare ownership.

#### **NOTICES**

Any notices or other communications desired or required to be given under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid to REED HEIN to their address listed at the top of this Agreement, and/or, to the OWNER to their address listed in the attached Membership Processing form.

**COSTS; ATTORNEYS FEES**

If any dispute should arise between the parties, the prevailing party shall be awarded by the court its reasonable costs and expenses, including reasonable attorney's fees.

**SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. REED HEIN may assign this Agreement or all or any part of its rights and obligations hereunder to one or more parties without the consent of OWNER.

**AMENDMENTS**

This Agreement may not be changed, modified or terminated except by a written instrument executed by both parties hereto.

**ENTIRE AGREEMENT**

This Agreement contains all of the terms agreed upon between the parties with respect to the subject matter hereof and supersedes any and all prior written or oral understandings.

OWNER W Douglas Sauer Date 1-7-16 OWNER \_\_\_\_\_ Date \_\_\_\_\_  
REED HEIN Authorized Agent: [Signature] Date 01/09/15

**reedhein**  
\_\_\_\_\_  
& ASSOCIATES

# **EXHIBIT 5**

# timeshareexitteam

Things To Remember

WS  
Initial Here

1. If you have not received a Welcome email from Reed Hein within 3-5 days please check your spam/junk folder. Many times emails from us end up in client's spam/junk folders instead of their inboxes, so when you receive your Welcome email, add the email address to your contacts so all future emails will go straight to your inbox. If you still have not received any emails from us please call the client advisor you signed up with so we can solve any email problems.

WS  
Initial Here

2. **DO NOT CALL** the Timeshare Company at all, even if you are just asking if they have heard from us or what the current status is. **Any** contact from you to any of the parties involved besides Reed Hein & Associates will cause the entire process to slow down and in most cases prolong your exit. Please remember that you have retained us to handle this exit for you.

WS  
Initial Here

3. We do not communicate or release you from debts that are held by third party lenders.

WS  
Initial Here

4. **DO NOT TALK** to anyone from your Timeshare Company or Collection agency unless told to do so by Reed Hein & Associates. They will make a last ditch effort to bombard you with calls during the time period before they must comply with any cease and desist orders. If you answer, simply hang up. After 30 Days, always get their name and contact info including fax number and correspondence address and forward that to us so we can send notification again or directly to that individual or department.

WS  
Initial Here

5. Please remember that the last thing most of the timeshare companies want is to release documentation that admits their agreement to let you out of your contract. Like we said before, we will get you a copy of such an agreement if we can, but regardless if we are able to, we will give you an official notification from us that you have been released. In cases where the timeshare was decided, you can make a copy of the quit claim once it has been notarized before sending it back to us which releases your name off of the timeshare permanently.

WS  
Initial Here

6. **STAY POSITIVE**, we will get you out of your timeshare(s) and all future associated financial obligations. Our Client Managers work with an attorney to exit your timeshare. This process can seem very slow at times as the timeshare companies will drag out the process as much as possible. Please do not despair, we **WILL** get you out. It's not a question of IF, only a question of WHEN. **WE GUARANTEE IT!**

WS  
Initial Here

7. **PLEASE TELL** as many people as you can that The Timeshare Exit Team has gotten you out of your timeshare when you have been exited. Just remember that because of the confidentiality agreement, you **CANNOT SAY** the name of the Timeshare Company or Resort. Remember, if you send us a referral and they sign up to get out of their timeshare, **WE WILL SEND YOU \$150!!!**

WS  
Initial Here

8. Updates regarding your exit process will be emailed or mailed out monthly.

WS  
Initial Here

9. **Reminder**, your Client Manager is the liaison between you and our attorney. If you have any questions or concerns that you would like addressed, please contact your Client Manager.

**reedhein**  
& ASSOCIATES

3400 188<sup>th</sup> Street Southwest, Suite 300  
Lynnwood, WA 98037

EXHIBIT 5

# **EXHIBIT 6**

**St. Croix, Ellon**

---

**From:** Legal  
**Sent:** Monday, November 06, 2017 10:17 AM  
**To:** St. Croix, Ellon  
**Subject:** FW: 518075 : A notice from the Washington State Attorney General's Office  
**Attachments:** 518075A.pdf; 518075B.pdf; 518075C.pdf; 518075D.pdf; 518075E.pdf

Please log and assign to me.

Thanks, Julia

Vacations for Life® | **Stay Vacationed.®**  
Please consider the environment before printing

**From:** ATG MI CRC Complaint Processing (prodappdb) [mailto:crccomplaints@atg.wa.gov]  
**Sent:** Monday, November 06, 2017 10:12 AM  
**To:** Legal <Legal.Department@diamondresorts.com>  
**Subject:** 518075 : A notice from the Washington State Attorney General's Office

[This message was received from an external sender. Please use caution when opening any attachments or links within this e-mail.]

Bob Ferguson  
ATTORNEY GENERAL OF WASHINGTON  
Consumer Protection Division  
800 Fifth Avenue, Suite 2000 Seattle, WA 98104 (206) 464-6686

November 6, 2017

Diamond Resorts International  
10600 W Charleston Blvd  
Las Vegas, NV 89135

RE: F [REDACTED] A [REDACTED]

File #: 518075

**EXHIBIT 6**

51-905941  
AZ 2117045  
Foreclosed 8/11/17  
HOA Deling.

PH = 8/2015  
LH = W. Sussman  
(2015)

Dear Diamond Resorts International:

The Consumer Protection Division of the Attorney General's Office received the enclosed complaint filed by F [REDACTED] A [REDACTED] regarding your business. Our office provides an informal complaint resolution process to consumers and businesses to assist them in resolving disputes. Many businesses find this informal, voluntary process beneficial in resolving complaints with their customers.

Our office acts as a neutral party throughout this process and facilitates communication between consumers and businesses to assist the parties in resolving the complaint. We are prohibited by Washington State law from providing legal advice or representing either party. Our office monitors consumer complaints for possible indications of patterns of unfair or deceptive trade practices warranting further attention by our office.

Our office requests that you respond to this complaint in writing within 21 calendar days from the date of this letter so that we may determine how to proceed in this matter. Our preference is to receive the response by email at [CRCComplaints@ATG.WA.GOV](mailto:CRCComplaints@ATG.WA.GOV). We will provide a copy of your response to the consumer. Please reference the file number 518075 in your response.

Please note that consumer complaints, including responses, are public records and are available to the public for copying or inspection in compliance with the Washington State Public Records Act, RCW 42.56.

Thank you for your attention to this matter. If you have questions or would like to submit additional information regarding this complaint, our email address is [CRCComplaints@ATG.WA.GOV](mailto:CRCComplaints@ATG.WA.GOV). Please include the complaint number given above on any complaint correspondence.

Sincerely,

ANDREW F. WU  
Consumer Resource Center Specialist  
Consumer Protection Division  
1-800-551-4636 for in-state callers  
1-206-464-6684 for out-of-state callers

Enclosure

## COMPLAINT SUMMARY

### Consumer Information

Name:

F [REDACTED] A [REDACTED]

Address:

[REDACTED]

Day Phone:

[REDACTED]

Evening Phone:

E-mail Address:

[REDACTED]

Age Group (optional):

Not Specified

Are you a member or former member of the U.S. Armed Forces, Guard, Reserves or a dependent?  
(optional):

Not Specified

If English is not your first language, what is your first language?



**Do you want the Attorney General's Office to send this business a copy of your complaint?**

Yes

**Names and addresses of any other complainants involved:**

**Business Information**

**Name of business that I am complaining about:**

Reed Hein & Associates LLC

**Address:**

3400 188th St SW Ste 300  
Lynnwood, WA 98037

**Phone:**

(855) 207-2722

**Toll-Free:**

**Fax:**

**E-mail:**

[yourexitteam4@reedhein.com](mailto:yourexitteam4@reedhein.com)

**Name of owner or manager (if known):**

**Names and addresses of any other businesses involved in your complaint:**

Diamond Resorts International  
10600 W Charleston Blvd  
Las Vegas, NV 89135

**Item or service purchased:**

**Cost of item or service:**

3497.00

**Did you sign a contract?**

**Date of transaction:**

08/21/2015

**Salesperson's name:**

**Was an advertisement involved?**

**Date and source of advertisement:**

**About Your Complaint**

**Have you complained to the business?**

**If YES, to whom (include position)?**

**What response did you receive?**

**If you have not contacted the business, explain why:**

**Have you filed a complaint about this business with the Attorney General's Office before?**

**If yes, list the file number assigned to that complaint:**

**Have you contacted a private attorney?**

**If YES, identify the name and address of the attorney:**

**Is there a court or other legal proceeding pending?**

**If YES, please explain:**

**Explain your complaint in detail:**

We have had a timeshare with Premiere Vacation, aka Diamond Resorts. On August 21, 1015 we retained the services of Reed Hein & Associates aka TimeShareExitTeam to legally exit us from our timeshare. At the time we entered the contract all mortgages to the timeshare were paid in full and all annual dues and fees were paid current. We prepaid the fee of \$3497.00 to Reed Hein to perform this service. We were told it would take 3 to 9 months to exit the timeshare. Reed Hein instructed us to stop paying any dues. Reed Hein also had us request that all correspondence from Diamond Resorts now be sent directly to them, Reed Hein. We requested monthly updates on the status from Reed Hein. We were continuously told that "the process takes time," "the attorneys are working on it," "more and more people are wanting to exit their timeshare so the timeshare companies are coming down harder," etc. We were then notified that the process was delayed even more when our timeshare was sold to another company so our Exit Team would have to restart negotiations. We could never get a real answer as to what was happening with our exit. On July 11, 2017 we received a phone call from Reed Hein that an agreement had been reached to exit us from the time share. As part of this agreement we would have to pay dues that were now past due, plus any late fees and interest accrued; as well as a \$750 transfer fee. When I asked for that total figure I was told I would have to contact my timeshare company. Not knowing who it had been sold to (as I had been previously told by Reed Hein) I asked who to contact. I was given the information of

the company that had it when we retain Reed Hein's services two years prior. Immediately red flags were waving. I called Diamond Resorts and was told that we had \$1376.88 in outstanding dues, fees and interest. The two figures combined was more than \$2000 more - on top of the \$3497 we originally paid. I contacted Reed Hein back that day and told them I wanted to see the exit agreement in writing; I want to see the terms and conditions of the agreement. They refused then and still continue to refuse to provide anything in writing. I informed them we would not blindly pay an additional \$2000 without something in writing. I made several requests for something in writing from the time of the phone call on July 11, 2017 until September 18, 2017. All the while they kept pressuring us to just pay the past due amounts. Their last answer was that the final agreements are not written up until after confirmation has been received that we have paid our past due amounts. Knowing that the next year's assessment fees were coming up due I was seriously considering just paying the past due amounts to move the process along without further costs to us. On Sept 18, 2017, I contacted Diamond Resorts again to confirm amounts and to make a final decision as to whether to pay the outstanding balance. It was during this phone call to Diamond Resorts that I was told that our timeshare had been foreclosed upon on August 11, 2017. We no longer owned a timeshare. I was also informed that other than an initial phone call from ReedHein back in August 2015, Diamond Resorts have not received anything from Reed Hein - no other phone calls, no written correspondence, nothing informing them that Reed Hein represents us - NOTHING!!! Two years and nothing! I was also angry that during my phone call with Diamond Resorts back in July - nothing was said, hinted towards, or communicated that our account/timeshare was in a foreclosure status. We were kept completely in the dark by both companies. I immediately contacted Reed Hein. I requested answers as to what is happening; I requested a daily ledger of work completed on our file; and I requested a resolution to the foreclosure - making sure they knew that they would have to pay any and all fees associated with getting the foreclosure reversed/fixed, whatever and exited correctly. They need to handle it and do it quick. Suddenly they will not return any of my emails or answer any of my questions. I finally filed a complaint with the BBB on October 19, 2017. In that complaint I informed them that I would be contact the Attorney General. Within 24 hours of filing that complaint I received an email requesting proof that I resolved the foreclosure. What?!?! I have not received any of the work that I paid for, I still have nothing in writing, I have no idea where my file stands. They will not respond to my communication. All the signs point to fraudulent activity on the part of Reed Hein as well as Diamond Resorts since nothing was communicated about a pending foreclosure.

**What do you think the business should do to resolve your complaint?**

**Explain if you have circled 'Other':**

#### **SIGNATURE**

I acknowledge that my complaint and attachments, once submitted, become public records and may be disclosed to others in response to a Public Records Request. Complaint information received by this office will be exported into the FTC's database, Consumer Sentinel, a secure online database. This data is then made available to thousands of civil and criminal law enforcement authorities worldwide.

I declare, under penalty of perjury under the laws of the State of Washington, that the information contained in this complaint is true and accurate, and that any documents attached are true and accurate copies of the originals.

I authorize the Washington State Attorney General's Office to contact the party(ies) against which I have filed this complaint in an effort to reach an amicable resolution. I authorize the party(ies) against which I have filed this complaint to communicate with and provide information related to my complaint to the Washington State Attorney General's Office. By selecting NO below, I acknowledge that the Attorney General's Office will not contact the party(ies) named in my complaint and will not attempt to facilitate resolution of my complaint with the party(ies). My complaint will be kept by the Attorney General's Office for informational purposes.

**Signature** P [REDACTED] A [REDACTED] **Date** 10/26/2017

Received via the Internet

**City and State where signed** San Tan Valley, AZ

Please consider the environment before printing



[REDACTED]@gmail.com&gt;

**ReedHein & Associates - Foreclosure Resolution**

3 messages

Timeshare Exit Team 4 &lt;yourexitteam4@reedhein.com&gt;

Thu, Oct 19, 2017 at 2:38 PM

To: [REDACTED]@gmail.com&gt;

Hello [REDACTED]

I hope you are doing well. Standard Timeshare Transfers is requesting documentation showing the resolution of the foreclosure. Please provide that at your earliest convenience.

Thank you  
Erin Befus



Your Exit Team Account Coordinators  
Office Hours: M-Th 9 am-4:30 pm, Fri 9 am-3:00 pm PST  
p: 206.347.8819 ext 225 p/f: 425.398.1995  
w: timeshareexitteam.com e: yourexitteam4@reedhein.com  
a: 3400 188th St. SW, Suite 300, Lynnwood, WA 98037

**TIMESHARE EXIT TEAM**

**Confidentiality Statement & Notice:** This email is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521 and intended only for the use of the individual or entity to which it is addressed as it may contain confidential and legally privileged information subject to attorney/client privilege. E-mail transmission is not intended to waive the attorney-client privilege or any other privilege. Any review, retransmission, dissemination to unauthorized persons or other use of the original message and any attachments is strictly prohibited. If you received this electronic transmission in error, please reply to the above-referenced sender about the error and permanently delete this message. Thank you for your cooperation.

[REDACTED]@gmail.com&gt;

Thu, Oct 19, 2017 at 2:57 PM

To: Timeshare Exit Team 4 &lt;yourexitteam4@reedhein.com&gt;

Cc: [REDACTED]@gmail.com&gt;

Erin,

Thank you for your correspondence. Can you please explain to me what you are requesting? We do not know what a "resolution of the foreclosure" is? And why would we need to provide documentation for something resolving the foreclosure.

The foreclosure is ReedHein's doing and they must resolve the problem.

Thank you,  
P [REDACTED]

Gmail - ReedHein & Associates - Foreclosure Resolution

<https://mail.google.com/mail/u/0/?ui=2&ik=c51f19f4fa&jsver=GCIo...>

Sent from my iPhone

[Quoted text hidden]

---

[REDACTED]@gmail.com>  
To: Timeshare Exit Team 4 <yourexitteam4@reedhein.com>  
Cc: [REDACTED]@gmail.com>

Thu, Oct 26, 2017 at 12:12 PM

Hello Exit Team 4,

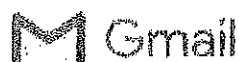
I am still waiting for a response from my email on the 19th (1 week ago today).

Thank you!

P. [REDACTED] A. [REDACTED]

[Quoted text hidden]

Gmail - ReedHein &amp; Associates - Premiere Vacation Club

<https://mail.google.com/mail/u/0/?ui=2&ik=c51f19f4fa&jsver=GClo...>

[REDACTED]@gmail.com&gt;

**ReedHein & Associates - Premiere Vacation Club**

9 messages

**Timeshare Exit Team 4** <yourexitteam4@reedhein.com>

Fri, Jul 21, 2017 at 9:58 AM

To: P [REDACTED] A [REDACTED]@gmail.com&gt;

Hello P [REDACTED] &amp; J [REDACTED]

We hope you are both doing well. Have you been able to become current in your account with Diamond Resorts? Please provide proof of payment when you are able.

Thank you!  
Erin Befus



Your Exit Team Account Coordinators  
ReedHein & Associates  
p: 208.347.8819 ext 225 p/f: 425.398.1995  
w: timeshareexitteam.com e: yourexitteam4@reedhein.com  
at: 3400 188th St. SW, Suite 300, Lynnwood, WA 98037

**TIMESHAREEXITTEAM**

Confidentiality Statement & Notice: This email is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521 and intended only for the use of the individual or entity to which it is addressed as it may contain confidential and legally privileged information subject to attorney/client privilege. E-mail transmission is not intended to waive the attorney-client privilege or any other privilege. Any review, retransmission, dissemination to unauthorized persons or other use of the original message and any attachments is strictly prohibited. If you received this electronic transmission in error, please reply to the above-referenced sender about the error and permanently delete this message. Thank you for your cooperation.

[REDACTED]@gmail.com&gt;

Fri, Jul 21, 2017 at 11:22 AM

To: Timeshare Exit Team 4 &lt;yourexitteam4@reedhein.com&gt;

Thank you for your email. We are waiting for the documentation that I was told is being mailed to us. We would like to see everything in writing before we pay any additional funds to any entity.

Thank you,

J [REDACTED] and P [REDACTED] A [REDACTED]

Sent from my iPhone  
[Quoted text hidden]

**Timeshare Exit Team 4** <yourexitteam4@reedhein.com>

Wed, Jul 26, 2017 at 9:37 AM

To: [REDACTED]@gmail.com&gt;

Hello J [REDACTED] and P [REDACTED]



Gmail - ReedHein &amp; Associates - Premiere Vacation Club

<https://mail.google.com/mail/u/0/?ui=2&ik=c51f19f4fa&jsver=GCIo...>

I have reached out and asked to see if they can send out the documents before the past due balance is paid. Normally Standard Timeshare Transfers needs to see proof of payment before they are able to have the documents drawn up. I will reach out and let you know their response as soon as I hear back from them.

Best regards,  
Melissa



Your Exit Team Account Coordinators  
ReedHein & Associates  
p: 206.347.8819 ext. 225 p/f: 425.398.1995  
w: timeshareexitteam.com e: yourexitteam4@reedhein.com  
a: 3400 188th St SW, Suite 300, Lynnwood, WA 98037



# TIMESHAREEXITTEAM

Confidentiality Statement & Notice: This email is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521 and intended only for the use of the individual or entity to which it is addressed as it may contain confidential and legally privileged information subject to attorney/client privilege. E-mail transmission is not intended to waive the attorney-client privilege or any other privilege. Any review, retransmission, dissemination to unauthorized persons or other use of the original message and any attachments is strictly prohibited. If you received this electronic transmission in error, please reply to the above-referenced sender about the error and permanently delete this message. Thank you for your cooperation.

[Quoted text hidden]

[REDACTED]@gmail.com>  
To: Timeshare Exit Team 4 <yourexitteam4@reedhein.com>

Thu, Jul 27, 2017 at 1:05 PM

Thank you for reaching out to get the documents. I am not comfortable blindly paying the amount when I have no proof myself that an agreement has been reached and what those terms are.

Yes, I did receive a verbal phone call, but you are asking me to go off of what someone verbally told me. I want to make sure that it is in writing and everyone is in agreement before I pay that amount of money. I don't want surprises. I don't want to get another phone call saying, "Oh by the way, we need you to pay for this too." I want to make sure that once I have paid what I agree to pay that I am done.

This has taken 2 years! Way too long for me to see any results from paying what we did to ReedHein. I just want to be done once and for all.

Thanks!

T A [REDACTED]

[Quoted text hidden]

Timeshare Exit Team 4 <yourexitteam4@reedhein.com>  
To: [REDACTED]@gmail.com>

Mon, Jul 31, 2017 at 4:57 PM

Hi P [REDACTED]

Standard Timeshare Transfers has let us know that they will need proof of payment before they can draw up your exit documents.

Gmail - ReedHein &amp; Associates - Premiere Vacation Club

<https://mail.google.com/mail/u/0/?ui=2&ik=c51f19f4fa&jsver=CClo...>

With this offer, there is a transfer fee of \$750.00. ReedHein will be covering \$256.74 of this transfer fee and your responsibility is \$493.26. The other requirement is that you are current and remain current through the transfer process.

Thank you!

Best,  
Jennifer Moffitt



Your Exit Team Account Coordinators  
Office Hours: M-Th 9 am-4:30 pm, Fri 9 am-3:30 pm PST  
p: 206.347.8819 ext. 225 p/f: 425.398.1995  
w: timeshareexitteam.com e: yourexitteam4@reedhein.com  
a: 3400 188th St. SW, Suite 300, Lynnwood, WA 98037



**TIMESHAREEXITTEAM**

Confidentiality Statement & Notice: This email is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521 and intended only for the use of the individual or entity to which it is addressed as it may contain confidential and legally privileged information subject to attorney/client privilege. E-mail transmission is not intended to waive the attorney-client privilege or any other privilege. Any review, retransmission, dissemination to unauthorized persons or other use of the original message and any attachments is strictly prohibited. If you received this electronic transmission in error, please reply to the above-referenced sender about the error and permanently delete this message. Thank you for your cooperation.

[Quoted text hidden]

[REDACTED]@gmail.com>  
To: Timeshare Exit Team 4 <yourexitteam4@reedhein.com>  
Cc: [REDACTED]@gmail.com>

Tue, Sep 5, 2017 at 9:28 AM

Hello Exit Team,

First I would like to make a request to have one (1) single point of contact person that I may communicate back and forth with. Please let me know who can do that so I am not contacting a general in-box as I work through this process.

Second, I was told in the previous email that I cannot have anything in writing as I requested until AFTER I pay fees. That is not going to happen. In this day and age, I cannot imagine that an agreement was reached with the timeshare company without the general terms being in writing. I am not asking for my specific contract. But I insist upon seeing in writing, what the requirements are before we pay out another \$2000.

Third, when I was verbally told that I would need to bring the maintenance fees current in order to proceed with the exit, I expressed some serious concern. My husband and I had always kept our fees current. However, when we retained services through ReedHein, under the direction of ReedHein and with great concern expressed at that time, we stopped paying those fees. I worried about late fees and interest accumulating and was told that we would be out of our time share by then. Now, two years later I am being told I have to pay those. I am not happy

Gmail - ReedHein &amp; Associates - Premiere Vacation Club

<https://mail.google.com/mail/u/0/?ui=2&ik=c51f19f4fa&jsver=GClo...>

about this arrangement. On my phone call on July 11th, I was verbally told that ReedHein would reimburse us for the cost of the late fees and interest. We would pay our actual maintenance fee and ReedHein would take care of the rest. I asked to see this agreement and information in writing with ReedHein and have yet to see anything come from that. How does this get worked out? Do I pay the full \$1376.88 and get reimbursed the \$448.40 from ReedHein? How soon can I expect to see that? I need details.

Finally, I see it stated that for the \$750 transfer fee, ReedHein will cover the amount over our maintenance fee, per our signed contract. However, I do not know where the figure \$493.26 came from. According to the maintenance statement from Premiere Vacation, the last two years have been \$463.85 and \$464.63 respectively. The two years prior to retaining service, 2014 and 2015 were both around that amount as well. Please explain to me the where ReedHein obtained this higher figure. And as with the maintenance fees, I have questions. Do I have to pay the full \$750 and then get reimbursed the difference or do I just pay my portion and ReedHein covers the different up front?

There seems to be a lot of holes in the process and how this works and I can't seem to get any solid answers. I now question my decision to retain services through ReedHein. I don't know that I would recommend this company to anyone. I need to get fast answers so we can get this worked out and move forward with needs to be done.

Thank you in advance for your assistance,  
J [REDACTED] and P [REDACTED]  
[Quoted text hidden]

Timeshare Exit Team 4 <yourexitteam4@reedhein.com>

Tue, Sep 5, 2017 at 3:29 PM

To: [REDACTED]@gmail.com>

Cc: [REDACTED]@gmail.com>

Hello J [REDACTED] and F [REDACTED],

Your file is currently with Team Four, which consists of Michele Anderson, Melissa Lindseth, Janelle Roen, Erin Befus, Jennifer Moffitt, and myself Katie Sullivan. When you email us, your inquiries are received by the team, of which any of us will be able to access your case information and discuss your concerns with you. There may be cases where you talk to one of us multiple times, but you will work with all of us for the duration of your exit.

Standard Timeshare Transfers are not able to finish preparing the documents for transfer until they receive proof that the account has been paid and is currently in good standings. The agreement reached between Standard Timeshare Transfers and the resorts they work with were established before Reedhein started working with Standard Timeshare Transfers. A customer must meet specific conditions for this transfer to go through, the conditions being not having a mortgage, becoming and remaining current through the transfer, and paying a transfer fee to the resort. These are how Standard Timeshare Transfers determines if you are eligible for these pre-established offers, and why we were able to present it to you. You did not have a mortgage, so we were able to present the remaining basic conditions required to release you. If you would like to know more about the opportunity with Standard Timeshare Transfers I would be happy to go over the process with you.

Reedhein and Associates is a consumer protection group who works with vendors, such as Standard Timeshare Transfers, who facilitate the exit for the customer with the resort. Standard Timeshare Transfers has established agreements with certain resorts to release customers who meet certain conditions. These conditions, as mentioned above, are that the customer does not have a mortgage. The customer must come current on any past due balances on their account, and they must continue to remain current on any bills they receive or that will be received during the transfer process. There is also a settlement offer requested by the resort for this transfer process.

In your case, the total transfer fee is \$750.00. The contract you signed with Reedhein states that you will not be responsible for more than one years worth of maintenance fees (determined by the year you signed on with Reedhein) towards a settlement fee. When you signed on with Reedhein, you filled out a Timeshare Description

Sheet that stated your maintenance fees were \$493.26, which is why you are responsible for only \$493.26 of the transfer fee, and Reedhein will cover the remaining \$256.74. Reedhein will pay the full transfer fee for you up front, and reach out to collect the reimbursement of your portion at a later date before the transfer is complete.

Standard Timeshare Transfers is in the process of preparing transfer documents for the official transfer process. As you have a deeded timeshare, they will be sending you a deed in the packet of transfer documents to relinquish your ownership. Once the documents are received by you, you will fill out the required information and return the documents back to Standard Timeshare Transfers. They are processed by Standard Timeshare Transfers in the order that they are received. Once they start processing your specific file, this is when the verification process starts. Your account information will be verified and they will ensure that everything is ready for the transfer process. If anything additional is necessary, they will reach out so that we can share this information with you.

When your documents are verified, this is when the 180-days of financial responsibility starts. The transfer length for Diamond timeshares is approximately 180-days, and you will be responsible to pay any bills that may be received in this time. Given the current timeframe, as you are billed annually, you may be required to pay the 2018 maintenance fees before the transfer officially begins as you will receive that bill within your 180-days. When you are billed, this puts a balance on your account. If there is a balance on your account during the transfer process, everything must be put on hold before the transfer can proceed, as you must maintain a zero dollar account balance. To ensure that the process moves along smoothly, you would have to prepay these fees and provide proof of that payment. If for some reason the transfer process passed the 180-days, Standard Timeshare Transfers takes over the financial responsibility after the 180-days while they wait for the transfer to finalize. Once complete, Standard Timeshare Transfers notifies us of your release, which we would share with you as well.

In regards to your maintenance fees, it may have been suggested to stop paying your maintenance fees, however, your contract does state that:

Please remember that you own your Timeshare until the closing of the exit is finalized, thereby relieving you of ownership; and you remain responsible for all financial obligations associated with your Timeshare until the exit is complete.

We do acknowledge the suggestion of non-payment, which is why we are offering to cover late fees and interest that may have accrued on the account. I do see that Osman acknowledged this offer in a note in your file. How this would work is, you would reach out and come completely current on your payments with the timeshare so that your account carries a zero dollar account balance. You would then request that Diamond send you a statement showing the breakdown of all of your fees, showing specifically what the late fees and interest may have been and that you brought the account current. That information would then need to be provided to Reedhein so that we could see how much the late fees and interest amounted to, and have this approved for reimbursement. You would be required to come current and provide us with a statement showing the fees to be reimbursed the late fees and interest that accrued on the account.

I know this is a lot of information, so please do let us know if you have additional questions.

Best regards,  
Katie Sullivan



Your Exit Team Account Coordinators  
Office Hours: M-Th 9 am-4:30 pm, Fri 9 am-3:00 pm PST  
p: 206.347.8819 ext. 225 p/f: 425.398.1995  
w: timeshareexitteam.com e: yourexitteam4@reedhein.com  
a: 3400 188th St. SW, Suite 300, Lynnwood, WA 98037





Gmail - ReedHein &amp; Associates - Premiere Vacation Club

<https://mail.google.com/mail/u/0/?ui=2&ik=c51f19f4fa&jsver=GClo...>**TIMESHARE EXIT TEAM**

Confidentiality Statement & Notice: This email is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521 and intended only for the use of the individual or entity to which it is addressed as it may contain confidential and legally privileged information subject to attorney/client privilege. E-mail transmission is not intended to waive the attorney-client privilege or any other privilege. Any review, retransmission, dissemination to unauthorized persons or other use of the original message and any attachments is strictly prohibited. If you received this electronic transmission in error, please reply to the above-referenced sender about the error and permanently delete this message. Thank you for your cooperation.

[Quoted text hidden]

[REDACTED]@gmail.com  
 To: Timeshare Exit Team 4 <yourexitteam4@reedhein.com>  
 Cc: [REDACTED]@gmail.com

Mon, Sep 18, 2017 at 10:05 AM

Hello Team -

First of all, I am still not happy about not having a single direct person to contact about this Exit. I, as a customer, would very much prefer having a single person that knows what is going on with my file that I can speak with. I have requested that multiple times and my request keeps getting pushed under the rug, for a lack of a better term.

Against my better judgement, since my requests of ReedHein still have not been completed, I contact Diamond Resorts today to get the Assessment Fees paid current so we could move forward and just be rid of the time share once and for all. This timeshare and dealing with ReedHein is a grievous thorn in my side.

When I called Diamond Resorts I was transferred to the foreclosure department, where I spoke with Diamond at 9:35am local time. I was informed that our time share was foreclosed on as of Aug 11th. I told them that my account has been with our attorney's office for over two years now as we were working on exiting the time share. Diamond's response was "Obviously your attorney didn't follow correct protocol. We received one phone call from them back in 2014. Other than that we have had no contact with them. It would be like you calling in and saying, 'I want to exit my time share.' That doesn't mean you have exited it. Unless the correct process is actually followed and completed we move forward with foreclosure."

I now need some very quick and accurate information as to what is going on. I did not receive one single notification from Diamond Resorts or ReedHein about any of this! ReedHein was supposed to have our back on this. We hired ReedHein to represent us and do what needed to be done and it clearly has not been done and/or done correctly. To say that I am upset right now is a severe understatement.

We contacted ReedHein off of a referral from Dave Ramsey's website. I am ready to contact his company and let them know of my experience with ReedHein. In addition to this, I believe I will contact the BBB and let them know as well. I will also be pulling our credit reports. If this shows up negatively on our credit in any way, I will also consider contacting another attorney to litigate against ReedHein.

This has been drawn out over and over with what seems like excuse after excuse. As mentioned before, I have still yet to get the information that I have requested. And now I get this news?!?!?

I want to see a log of exactly what has been completed on our file. I expect answers immediately. This is an unacceptable situation.

Thank you!

F [REDACTED] A [REDACTED]

Gmail - ReedHein & Associates - Premiere Vacation Club

<https://mail.google.com/mail/u/0/?ui=2&ik=c51f19f4fa&jsver=GCIo...>

[Quoted text hidden]

---

[REDACTED]@gmail.com>  
To: Timeshare Exit Team 4 <yourexittteam4@reedhein.com>  
Cc: [REDACTED]@gmail.com>

Wed, Sep 27, 2017 at 12:01 PM

Hello Team,

I sent an email last week, Sept 18th, requesting immediate contact and answers. I still have not received any correspondence from ReedHein. Please let me know the status and what is happening on our account.

Thank you!

P [REDACTED] | A [REDACTED]

[Quoted text hidden]

Premiere Vacation Collection Owners Association, Inc.  
Assessment Fee Department  
10600 West Charleston Boulevard  
Las Vegas, NV 89135-1014

2015 Assessment Fee  
Account#: 1551210

## Description

Balance As Of 11/07/2014  
ARDA-ROC Voluntary Contribution  
2015-PVC Base Standard Assessment  
2015-PVC Point Standard Assessment

| Debit  | Credit | Amount |
|--------|--------|--------|
| .00    | .00    | .00    |
| 5.00   | .00    | 5.00   |
| 200.00 | .00    | 200.00 |
| 244.00 | .00    | 244.00 |

*PD*

Save your association credit card fees,  
pay by check (US funds only)

Amount Due \$449.00

Visit our new MY COMMUNITY area at [DiamondResorts.com](http://DiamondResorts.com) for the latest developments within the Association.  
Please make check payable to: Premiere Vacation Collection Owners Association, Inc.



Save money for your association and  
**PAY YOUR FEES ONLINE!**

Log in to your account and select Payments  
from within the My Accounts section.

If you have never logged in, please register:

1. Go to [DiamondResorts.com](http://DiamondResorts.com)
2. Click Register
3. Follow the online instructions
4. Once complete, a confirmation e-mail will be sent asking you to validate your account.
5. You can now pay your fees online!

20992

Premiere Vacation Collection Owners Association, Inc.  
Assessment Fee Department  
10600 West Charleston Boulevard  
Las Vegas, NV 89135-1014

Please detach and return coupon with payment



**DIAMOND RESORTS**  
INTERNATIONAL

## 2015 Assessment Fee

Account #: [REDACTED]  
Due Date: Jan 1, 2015  
Statement Date: Nov 20, 2014  
Amount Due: \$449.00

## Make Check Payable to:

Premiere Vacation Collection  
Owners Association, Inc.  
PO Box 863596  
Orlando, FL 32886-3596



DR CLUB ▲ 000715  
P [REDACTED] TR P2

850000155121000449000



Premiere Vacation Collection Owners Association, Inc.  
Assessment Fee Department  
10600 West Charleston Boulevard  
Las Vegas, NV 89135-1014

2017 Assessment Fee  
Account #: [REDACTED]

| Description                        | Debit  | Credit  | Amount      |
|------------------------------------|--------|---------|-------------|
| 2016-Pvc Base Standard Assessment  | 200.00 | 0.00    | 200.00      |
| 2016-Pvc Point Standard Assessment | 263.86 | 0.00    | 263.86      |
| 2016-Collection Fees               | 115.96 | 0.00    | 115.96      |
| 2016-Late Fees                     | 46.39  | 0.00    | 46.39       |
| 2016-Mf Interest                   | 62.64  | 0.00    | 62.64       |
| 2017-Pvc Base Standard Assessment  | 175.00 | 0.00    | 175.00      |
| 2017-Pvc Point Standard Assessment | 289.63 | 0.00    | 289.63      |
| 2017-Late Fees                     | 46.46  | 0.00    | 46.46       |
| 2017-Collection Fees               | 116.16 | 0.00    | 116.16      |
| 2017-Mf Interest                   | 48.79  | 0.00    | 48.79       |
| Arda-Roe Voluntary Contribution    | 37.00  | (25.00) | 12.00       |
| Amount Due                         |        |         | \$ 1,376.88 |

Save your association credit card fees,  
pay by check (US funds only)

Contact us regarding your statement:

US Toll Free 1.877.374.2582  
International +1.702.635.3077



Save money for your association and  
**PAY YOUR FEES ONLINE!**

Log In to your account and select  
**Make Payment** from within the  
**My Account** section.

If you have never logged in, please register:

1. Go to **DiamondResorts.com**
2. Click **Register**
3. Follow the online instructions
4. Once complete, a confirmation e-mail will be sent asking you to validate your account.
5. You can now pay your fees online!

Please detach and return coupon with payment

Premiere Vacation Collection Owners Association, Inc.  
Assessment Fee Department  
10600 West Charleston Boulevard  
Las Vegas, NV 89135-1014

2017 Assessment Fee

Account #:

Due Date:

Statement Date:

Amount Due:

02-Jul-2017

11-Jul-2017

\$ 1,376.88



**DIAMOND RESORTS**  
INTERNATIONAL

Stay Vacationed.™


R [REDACTED] A [REDACTED]  
J [REDACTED] A [REDACTED]  
C/O Law Offices Of Mitchell Reed Sussman  
1053 S. Palm Canyon Dr.  
Palm Springs, CA 92264

Make Check Payable To:

Premiere Vacation Collection  
Owners Association, Inc.  
PO Box 863596  
Orlando, FL 32886-3596

Maintenance fees 928.48  
Late fees 448.40  
Interest & Collections



  
**timeshareexitteam**

Date: 8/21/15

REED HEIN & ASSOCIATES LLC  
3400 188<sup>th</sup> ST SW Suite 300  
Lynnwood, WA 98037  
1-855-733-3434

**TIMESHARE OWNER EXIT AGREEMENT**

Owner(s): A [REDACTED] & J. [REDACTED] A [REDACTED] [Include All Owners]; Is/are referred to herein as the "OWNER", the "CLIENT", "you" or "your".

Timeshare Exit Team: REED HEIN & ASSOCIATES LLC, a Washington limited liability company; is referred to herein as "REED HEIN" or "we".

OWNER desires to transfer his/her "Timeshare" ownership, i.e. transfer title and/or membership along with all associated financial obligations (collectively, the "Timeshare Ownership") with the following resort, vacation or timeshare club: DIAMOND RESORTS (the "Resort"). REED HEIN provides their clients with a safe and secure transfer strategy for their Timeshare Ownership, and guarantee as set forth herein. REED HEIN desires to secure your ultimate objective to end your Timeshare Ownership and all the associated financial obligations.

For and in consideration of their mutual and/or respective benefits, obligations and covenants as set forth herein, for which the bargaining for, the receipt of and the sufficiency of which are hereby acknowledged, the undersigned parties agree as follows:

**FEE AMOUNT**

REED HEIN's "Fee Amount" for this Agreement is \$ 3497<sup>00</sup>

The Fee Amount is payable in full upon the signing of this Agreement, unless a financing document for delayed payment is simultaneously signed, in which case such financing document is herein incorporated by this reference. The Fee Amount, and any part thereof, becomes immediately non-refundable except as may be set forth herein regarding the Guarantee.

**FEES AND COSTS**

Under this Agreement there are absolutely no extra service fees or closing costs to be owed or paid by the CLIENT to REED HEIN. However, some resorts may require a cancellation fee or similar fee to end or exit an ownership, and such fee(s) may be required in your case. These fees will be no greater than the

amount of this current year's maintenance fee. If so, the CLIENT will be required to pay that fee to the Resort for a successful exit. In addition, some resorts require all past maintenance fees to be paid upon the completion of an exit. If required, these past maintenance fees will be paid by the CLIENT. Whether accepted by OWNER or not, an exit agreement obtained by REED HEIN from the Resort shall meet REED HEIN's Guarantee even though the Resort may require the payment by OWNER of an exit fee.

#### CLIENT'S DUTIES

A. Please remember that you own your Timeshare until the closing of the exit is finalized, thereby relieving you of ownership; and you remain responsible for all financial obligations associated with your Timeshare until the exit is completed. The closing of an exit transaction usually takes 3 to 9 months, but in some cases longer due to Resort delays or restrictions.

B. Finally, the CLIENT must sign (and notarize, as requested: typically deeded properties) and send within Fourteen (14) days of receiving them, any of the transfer documents required by the Resort and/or REED HEIN.

#### REED HEIN'S DUTIES

Every remaining duty in this Agreement is for REED HEIN to perform in order for you to successfully exit your Timeshare Ownership. If REED HEIN cannot finalize your Timeshare Ownership for any reason whatsoever, you will be entitled to a full refund of the Fee Amount. BUT BE ADVISED: REED HEIN fully plans on successfully completing your exit process, so please anticipate and expect a successful closing to secure the objective: To get you out of your Timeshare Ownership and all associated financial obligations.

#### THIS IS NOT A LISTING AGREEMENT!

This is a 100% certain solution Timeshare Ownership Exit Agreement. This is not a listing agreement where a timeshare ownership listing may sit unworked for months. Our Fee Agreement is GUARANTEED for complete performance (total Timeshare Ownership exit including all associated financial obligations).

#### INDEPENDENT REVIEW/ADVICE; BINDING AGREEMENT

OWNER is fully satisfied with the binding terms of this Agreement. By signing below the OWNER acknowledges that he/she has had the opportunity to obtain his/her own independent legal and/or tax advice. OWNER now wants to engage REED HEIN. All terms of this Agreement become binding upon signing, and no Fee Amounts will be refunded except as specifically set forth herein. If there is any dispute under our Agreement, the laws of the state of Washington shall apply with jurisdiction granted to the Washington Superior Courts venued in Snohomish County. REED HEIN's liability under this Agreement is strictly limited to contract damages not to exceed the Fee Amount. Prior to any litigation, the parties agree to first attempt good faith mediation.


#### AVOID OWNER DEFAULT

REED HEIN wants you to receive what you paid for (and to be able to end your Timeshare Ownership without unnecessary costs). As discussed on Page 1, you have few duties owed under this Agreement,

but they are important to accomplish in order to avoid a default and forfeiture of your deposited funds. You will only have a few documents to properly and timely sign. So please avoid an unnecessary delay and call immediately if you think there could be any problem with performance. (We can help!)

#### **GUARANTEE**

REED HEIN guarantees that it will obtain exit agreement from the Resort regarding your Timeshare Ownership, or your Fee Amount will be refunded. This Guarantee is met even though the OWNER may not accept the terms of the Resort's exit agreement. This Guarantee is contingent upon: (a) all information that is provided to REED HEIN by the CLIENT as having been accurate and complete, and (b) full cooperation with the CLIENT to respond to any RFI ("Request For Information") by REED HEIN or the Resort. This Guarantee does not apply to any transaction where the CLIENT stops or delays the exit process or refuses to sign a procured exit offer. This Guarantee is valid only when the CLIENT fulfills the duties required of them. If the CLIENT delays the process or does not properly or timely respond to REED HEIN's requests, then the Guarantee is void. If the requested exit from Timeshare Ownership cannot be obtained, and CLIENT has fully cooperated with REED HEIN, the Fee Amount you have paid for this Agreement will be fully refunded.

[Select and mark the applicable Box]: 

☒ CLIENT warrants that his/her Timeshare is owned free and clear of any mortgages or other lien encumbrances.

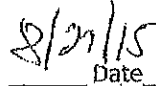
☐ CLIENT acknowledges the existence of a mortgage.

#### **RIGHT TO CANCEL THIS AGREEMENT**

You may cancel this Agreement at any time prior to midnight of the third (3<sup>rd</sup>) business day after the date of signing this Agreement. In order to be a valid cancellation, you must mail your signed cancellation notice to REED HEIN's address listed at the top of this Agreement, by certified mail, return receipt requested, postage prepaid. Please call us first for rapid resolution of any concerns. REED HEIN has never had a Better Business Bureau or Washington State Attorney General complaint, or any other form of government action in all 50 states and Canada. We plan on keeping this unblemished record with the consumer public and our valued clients. So if anything concerns you please call us: we are committed to making this a positive closing chapter to your timeshare ownership.

#### **NOTICES**

Any notices or other communications desired or required to be given under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid to REED HEIN to their address listed at the top of this Agreement, and/or, to the OWNER to their address listed in the attached Membership Processing form.

**COSTS; ATTORNEYS FEES**

If any dispute should arise between the parties, the prevailing party shall be awarded by the court its reasonable costs and expenses, including reasonable attorney's fees.

**SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. REED HEIN may assign this Agreement or all or any part of its rights and obligations hereunder to one or more parties without the consent of OWNER.

**AMENDMENTS**

This Agreement may not be changed, modified or terminated except by a written instrument executed by both parties hereto.


**ENTIRE AGREEMENT**

This Agreement contains all of the terms agreed upon between the parties with respect to the subject matter hereof and supersedes any and all prior written or oral understandings.

OWNER  Date 8/21/15 OWNER \_\_\_\_\_ Date \_\_\_\_\_

REED HEIN Authorized Agent: Bryan White Date 8/21/15

**reedhein**  
\_\_\_\_\_  
& ASSOCIATES

Initial(s)  Date 8/21/15 L

# **EXHIBIT 7**

Az

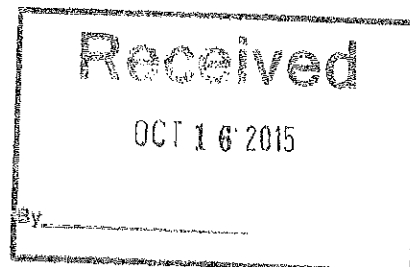
Lead ID # 51-905941

*Law offices*

## **Mitchell Reed Sussman & Associates**

October 8, 2015

Diamond Resorts International  
10600 W. Charleston Blvd.,  
Las Vegas, NV 89135



RE : J. [REDACTED] A. and P. [REDACTED] Anderson  
Account # [REDACTED]

Att: Member Services

I have been retained by and represent the above - named with respect to his claims of misrepresentation and fraud arising from your time - share presentation and sale.

In light of the foregoing, he will no longer be making any payments on the time - share including any future or past due maintenance assessments.

You are hereby notified not to contact by phone, mail or Moreover, please consider this letter their **NOTICE OF RESIGNATION** from the vacation club consistent with Sections 613 and 620 of the provisions of the Model Non - Profit Corporation Act as Amended in 2008.

I trust you are aware of the rulings of the United States Supreme Court in such cases as Booster Lodge No. 405, Intern. Ass'n of Machinists and Aerospace Workers, AFL-CIO v. N. L. R. B., 412 U.S. 84, 93 S. Ct. 1961, 36 L. Ed. 2d 764 (1973); N.L.R.B. v. Granite State Joint Bd., Textile Workers Union of America, Local 1029, AFL-CIO, 409 U.S. 213, 93 S. Ct. 385, 34 L. Ed. 2d 422 (1972) wherein it was said that " We have, therefore, only to apply the law which normally is reflected in our free institutions—the right of the individual to join or to

**1053 S. Palm Canyon Dr., Palm Springs, Ca. 92264**  
**Phone 760 - 325 - 7191 / 760 - 325 - 7258 Fax**  
**EXHIBIT 7**

*Law offices of*

Mitchell Reed Sussman & Assoc.

Page 2

resign from associations, as he sees fit" subject, of course, to the payment of any outstanding financial obligations that were due at the time of the resignation.

Please consider this letter my client's formal resignation.

With that said, because my client retains no ill-will toward your company they are prepared to execute a "deed in lieu" of foreclosure by which he will deed the property back to you without you having to incur the expense of a drawn out foreclosure proceeding.

Finally, pursuant to my client's request, please forward all future communications regarding the above referenced time - share to my attention as follows: Mitchell Reed Sussman, Attorney at Law, 1053 S. Palm Canyon Dr., Palm Springs, Ca. 92664 - Telephone 760 - 325 - 7191

Moreover, both the **Federal Fair Debt Collection Practices Act 15 USC 1692c** and **California's Fair Debt Collection Practices Act**, in particular **Civil Code 1788.14 (c)** prohibits communications, other than statements of account with the debtor with regard to a consumer debt, when the debt collector has been previously notified in writing by the debtor's attorney that the debtor is represented by such attorney with respect to the consumer debt.

You are hereby notified not to contact by phone, mail or initiate any communication with my client, other than statements of account, as more fully set forth in 15 USC 1692c.

Please contact me at your earliest convenience so that we may discuss proposed a deed - in - lieu or other resolution.

Very truly yours,

**Law offices of**

**Mitchell Reed Sussman**

**Mitchell Reed Sussman**

Mitchell Reed Sussman

**1053 S. Palm Canyon Dr., Palm Springs, Ca. 92264**  
**Phone 760 - 325 - 7191 / 760 - 325 - 7258 Fax**

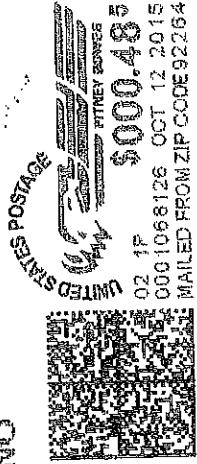
*Law offices of*  
Mitchell Reed Sussman & Assoc.  
*Page 3*

**1053 S. Palm Canyon Dr., Palm Springs, Ca. 92264**  
**Phone 760 - 325 - 7191 / 760 - 325 – 7258 Fax**



*Law Offices of*  
**Mitchell Reed Sussman**  
1053 S. Palm Canyon Drive  
Palm Springs, CA 92264

SAM BERNARDINO  
CA 924  
OCT 15  
PM 7 L



Diamond Resorts  
10600 West Charleston Blvd.  
Las Vegas, NV 89135

59135125099

